

London Railway Joint Committee.

AGENDA.

WEDNESDAY, 13th JULY, 1887.

- 1.—DIVISION OF RESPONSIBILITY UNDER LEASE—DISTRICT COMPANY'S PROTEST
re "CITY LINES AND EXTENSIONS" TRAFFIC.

Report.

(1) Arbitration.

(2) Decision.

Ask instructions as to next step.

- 2.—PASSENGER TRAIN RUNNING EXPENSES.

Sir Edward Watkin's Motion:—

"That as the District trains over the Committee's line do not pay
"working expenses, the allowance to the District Company,
"which declines to cease to work such trains, be reduced
"to ninepence per mile."

Mr. Bickersteth's Amendment:—

"That the allowance to all Companies working trains for the Joint
"Committee be one shilling per mile from 1st July, 1887, instead
"of one shilling and threepence per mile as at present."

- 3.—MAINTENANCE FROM 1ST SEPTEMBER NEXT AND REMUNERATION TO MAINTAINING
ENGINEER.

To consider.

- 4.—METROPOLITAN COMPANY'S CLAIM, £7. 7s. 5d.—COACHES OFF ROAD, NEW CROSS,
18th JANUARY LAST

To Submit.

- 5.—ACCIDENT—PASSENGER STYNES, WAPPING, 22ND ULT.

Report.

Committee 12 July 1887
In Arbitration.

THE EAST LONDON RAILWAY JOINT COMMITTEE.

4, OLD PALACE YARD, WESTMINSTER,
Wednesday, June 8th, 1887.

Before—H. TENNANT, Esq., Arbitrator.

Present—MR. FENTON, MR. FORBES, MR. BELL, MR. STEER,
MR. POWELL, MR. WHITTAM.

In Attendance—MR. MOYNIHAN (*Secretary and Manager*).

[*Transcript from the Shorthand Notes of MESSRS. MARTEN & MEREDITH,
13, New Inn, W.C.*]

THE ARBITRATOR: I think you both understand the particular point which we are sitting here to settle.

MR. FORBES: How does it stand Mr. Moynihan?

MR. MOYNIHAN: It is referred by the Joint Committee to Mr. Tennant to decide whether in his award the traffic over the railways and the East London Railway includes that which passes over the City Lines and Extensions.

THE ARBITRATOR: I have a copy of the resolution here.

MR. MOYNIHAN: I show in my letter to Mr. Tennant that the statement which was submitted to the Committee, I think last January, includes traffic passing over the City Lines and Inner Circle Extension, on the assumption that that traffic was to be divided between the Metropolitan and the District Company; and on the assumption, further, that it was to be the basis on which traffic was to be assessed in contributing towards the loss under this lease.

MR. FORBES: Well, I am not the claimant in the case.

MR. FENTON: I thought the question was raised by the District Company. All the other companies are agreed.

THE ARBITRATOR: If there is any doubt about it you can read the letter dated April 13th. There was a protest from the Metropolitan District Company. The better plan will be to take this printed document as being what we have to deal with. It is No. 574, 11th May, 1887. Perhaps you will read it?

MR. MOYNIHAN: By desire of the Arbitrator I read minute No. 574: "Division of responsibility under Lease. District Company's [97391]

protest *re* City Lines and Extensions Traffic. Submitted the following copy of communication made to the standing Arbitrator in pursuance of Minute 564 of Meeting of 13th ultimo. 110 Cannon Street London E.C. 18th April 1887. Henry Tennant Esq. North Eastern Railway York.

Dear Sir—Division of Responsibility under Lease. In an attempt to arrange figures between our Lessee Companies which should give effect to your award of the 5th August last a statement has been submitted to this Committee of the 'Gross Receipts' mentioned in paragraph 1 of that award which statement shews the assumption that the receipts accruing to the City Lines and Extensions of the Metropolitan and Metropolitan District Railways in respect of traffic passing over those Joint Lines and also over this Committee's Railway are receipts out of which a proportion of 25 per cent. shall be paid towards the rent and expenses of the Committee's Railway. On that statement the Metropolitan District Company addressed the following letter to the Committee. 'Metropolitan District Railway Company Parliament Mansions Victoria Street S.W. 24th January 1887. Dear Sir—I am instructed by my Board to write to you with reference to your Committee's Minute No. 522 of the 12th inst. and to say that having perused the statement therein mentioned and set forth in the said Minute of the results to the Leasing Companies and which statement contains the following footnote:—The Metropolitan and Metropolitan District City Lines and Extensions (£8,716 0s. 1d.) apportioned equally between these two Companies—my Board desire their protest to be recorded against the City Lines Traffic being included in the estimate of the contributions to the deficiency under the Lease. I am &c. G. Hopwood Secretary—J. J. Moynihan Esq. East London Railway Joint Committee.' And on this protest the Committee at its meeting on the 13th inst. made the following minute:—'Resolved: That it be referred to the Standing Arbitrator to consider and decide with respect to the protest of the District Company recorded under Minute 553 of 9th February last whether the 'City Lines and Extensions' receipts from traffic passing over those Joint Lines and over the Committee's railway should be included in the contributions to the deficiency under the Lease. Mr. Powell for the District Company desired to record his protest against this resolution.' I therefore formally, under Clauses 52 and 53 of the East London Railway Act of 1882 beg to ask your arbitration in this matter and to say it will be a great convenience to my Committee if you will give an early decision of the question hereby communicated. I am &c. J. J. Moynihan (secretary and manager). Reported: That the Arbitrator in reply to the foregoing had fixed the 5th inst. for the hearing of parties but that (1) as the District Company had by Mr. Powell's letter of the 29th ult. renewed its protest (made at the meeting of the 13th ultimo) against the jurisdiction of the Arbitrator and had moreover indicated that Parliamentary business of the District Company and the Metropolitan Company made it appear inexpedient to make an appointment for the arbitration and that (2) as other of the Lessee Companies had represented that the day fixed for the hearing would not be convenient for them the Arbitrator on being informed of the consequent unsuitability of the day he had selected had on the 2nd inst. consented to defer his sitting for a week or so. Resolved: That the Arbitrator be asked to fix another day for the hearing." That, sir, is why you are here.

The ARBITRATOR: That is why I am here, and I understood you wish to say something about the reason why, according to your views, Mr. Forbes, the receipts ought not to be included; and Mr. Fenton will

be prepared to give some reasons why he thinks they ought to be included.

Mr. FORBES: Very well, if I am to begin I shall, of course, state my case very briefly.

First of all, I suppose it must be a matter of construction of the Act of Parliament. The first matter to be determined is, whether the City Lines and the Joint Committee in which those Lines are practically vested are jointly seised. That is the first point that has to be settled. I shall contend, for the purpose of getting a decision upon that matter, either of yourself, or of a legal mind, that they are not; and that not being parties to the Agreement of 1882, they are not bound by it. I do not know that I need go further than that—than merely to state that case. The parties to the lease are distinctly set forth in the Act of Parliament. They are the South Eastern Company, the London and Brighton Company, the Chatham and Dover Company, the Metropolitan Company, and the Metropolitan District Company. They are the joint lessees, who are bound to make good the rental, after having paid the working expenses, of the East London Railway, in such proportions as an Arbitrator may decide. You decide it, as I understand, upon that principle. Those Railways, as I said before, are practically vested in the Joint Committee. They are worked by the Joint Committee. Their profits and revenues are specifically appropriated by the Act of Parliament to the particular things, and are not to be taken out of that appropriation for some other purpose. It is open to the question—of course I say this with great respect—whether the Arbitrator has any function in this matter at all—in fact, whether the Arbitrator can deal with the revenues of the joint lines in any fashion contrary to the specific allocation of those revenues under the Act of Parliament, creating them—the Act of 1879. You, sir, have had these matters before you so frequently that you are probably even more familiar with them than I am; but I must ask your preliminary decision upon that point—whether you see your way to make an award which will interfere with the appropriation of the revenues of the City Lines, and apply them to a purpose not specifically contemplated by the Act of Parliament creating them and dealing with their revenue?

The ARBITRATOR: What particular clause do you refer to?

Mr. FORBES: You will see the Act provides that the capital of the Company is to be raised in a variety of manners, one of which manners was subsequently extended by the Metropolitan Act of 1880. I think I might begin by reading section 88 of the Act of 1879, which shows what you are to do. That says:—"The two Companies shall have equal rights each with the other in all respects as to working over and using, and may respectively work over and use the joint undertaking, and the works stations and conveniences thereof and no advantage shall be given to either Company to the prejudice of the other: Provided that the rates to be paid by each Company for the conveyance by that Company of through traffic over the joint undertaking shall be the mileage proportion attributable to the joint undertaking of the gross receipts of the carrying Company from the traffic so carried by that Company over the joint undertaking after deducting from such gross receipts the usual Clearing House terminals if any and also paid-ons paid-outs proportions paid or due to other companies Government duty and such an allowance for train or running expenses to the carrying Company as may be agreed upon or failing agreement as may be settled by arbitration." That is as regards "through." I should probably have commenced with section 87 which

provides that :—"Subject to the provision herein contained as to the use of the Joint Undertaking by the two Companies"—that is, equal rights to run over and use for through traffic—"the tolls rates and charges to be demanded and taken in respect of local traffic upon the Joint Undertaking shall from time to time be fixed by the Joint Committee but each of the two Companies shall be free to fix its rates and fares for all through traffic." Well, sir, you will see that that constitutes a fund, either in respect of the tolls, rates, and charges to be demanded and taken in respect of local traffic upon the Joint Undertaking under the direction of the Joint Committee, or in respect of the mileage proportion attributable to the Joint Undertaking of the gross receipts of the carrying Company for through traffic. That is the fund which is created by Parliament for specific objects; and what I shall take the liberty of contending is that payment out of that fund to a rental of another railway is not one of the purposes specifically set forth. That we shall have to travel a little further to find. I now call attention to the fund. It deals in another portion of the Act with the manner in which that fund is to be dealt with. That is Section 83—as to the disposal of the revenue. "The Joint Committee shall receive all the tolls rents rates and charges and all other the revenue arising out of the Joint Undertaking or connected therewith and shall devote the same in the first instance to paying the salaries charges and expenses incident to the working control management maintenance and repair thereof and according to the plan on which the capital aforesaid shall be raised in payment of debenture interest and a dividend of 4 per centum upon the capital contributed by each Company or as the case may be by way of dividend upon the shares or stock in the separate capital or by way of dividend upon the Joint Guaranteed Stock created under the powers of this Act and the balance if any"—that is after these specific appropriations of revenue created under the Act—"of net revenue remaining in the hands of the Committee at the end of every half-year after making such payments as aforesaid shall be by them divided between the two Companies in the ratio of the value of the through traffic booked on to or from or over the Joint Understanding by each Company in each year provided that the Joint Committee may account to the two Companies either monthly or quarterly for all balances of net profits." Then the others are mere working; but the two underlying principles, are the specific creation of a specific fund, and, having created that fund, its specific appropriation. There is no power in the Joint Committee, and I would venture to suggest, no power in the Arbitrator, under an Agreement of the East London Company, to interfere with that fund by appropriating it to another purpose than that specifically defined by this Act of Parliament. Of course, as a matter of fact, the fund so created is not sufficient, nor is it likely within any reasonable period to be sufficient to meet the specific charges upon it. If it were, my contention would be precisely the same; because then any surplus upon the fund would be handed over to each of the two Companies in certain proportions; but the fund already is not sufficient to pay "the salaries charges and expenses incident to the working control management maintenance and repair thereof and according to the plan on which the capital aforesaid shall be raised in payment of debenture interest and a dividend of 4 per centum upon the capital contributed." There is a large deficit from year to year. That is the antecedent difficulty which I take the liberty of impressing upon you, that you have no power, and cannot possibly have any power, under any agreement authorising you to deal with differences in the Joint Com.

mittee of the East London, to interfere with a fund which Parliament has specifically appropriated to distinct purposes. I think I need not press it further. It rests upon those clauses and upon that principle.

The ARBITRATOR: Just let me ask one question. Has the money been raised on debenture?

Mr. FORBES: Yes.

The ARBITRATOR: With the sole security of this revenue?

Mr. FORBES: Not only on debentures with the sole security of the revenue, but partly on debentures, and partly also it has been raised, as far as we are concerned—I do not interfere with the way in which they raise their capital—in our case it has been raised by the instrumentality of specially guaranteed stock, which has a first charge upon any proportion of the net receipts of the City Lines after paying these very charges. That is specifically appropriated to that stock.

The ARBITRATOR: But a guarantee behind that proportion by the Metropolitan District.

Mr. FORBES: Yes, of course. It is, of course, no good my saying that I am advised, but I do not myself venture upon expressing opinions on construction without having been advised, and I am told—that is the advice which I am retailing secondhand to you—that you have no power to interfere with the appropriation of the fund. It was necessary in consequence of a deadlock between the Companies to have fresh legislation on the power of raising this capital, which ended in this: that the Metropolitan raised their capital in their own fashion, and the District raised their capital, not in their own fashion, but under a specific power by a specific creation of capital. That was the Metropolitan Act of 1880. It was put into that Act because, I suppose, we had not one that session. It was an agreed method of doing it. There it is. That capital is secured on the proportion, and these very words are repeated:—"After the payment of the salaries charges and expenses incident to the working control management maintenance and repair thereof," &c., &c. The net revenue, the surplus, is specifically allocated to those stockholders as their lien upon that undertaking. It is quite true that if the quantity be not sufficient they have a charge upon the general funds of the District Company, subject to their debenture interest; but if you will excuse me for urging it, that does not in the least alter the position. There is a specific appropriation of a specific fund to a specific purpose, and you cannot travel outside it. I think that is a difficulty so fatal to the contention of the East London that they are entitled to look at that portion of the system of these two Companies for any help towards their rent, as to make it useless to go on until it is settled. I do not know whether that would be your opinion?

The ARBITRATOR: My opinion would be that when you have stated your view of the case I should hear the view of the other side as to it, and then exercise my own judgment.

Mr. FORBES: I think it is not worth while going on with any other argument as to why.

The ARBITRATOR: I think you had better finish what you have to say.

Mr. FORBES: That is all I have to say. It rests upon that. I will take the opportunity respectfully of suggesting that even you, to whom these large powers might have been so wisely entrusted, have no power to deal with this matter.

The ARBITRATOR: Possibly.

Mr. FORBES: After having respectfully listened to any observations which my friend Mr. Fenton may have to make, I shall respectfully urge that upon you.

The ARBITRATOR: I am sure you will not do anything which is not done respectfully. Have you gone as far as you wish?

Mr. FORBES: Yes, at present.

Mr. FENTON: Naturally I feel considerable diffidence in dealing with this question, because it is one upon which Mr. Forbes has been exercising his great talent for some years past—the question namely of the ownership of the Joint Lines. It has been the subject of the frequent contentions, as you know, before you, and before the Courts; but I venture to submit that Mr. Forbes' view with regard to this particular question is utterly and absolutely erroneous. If you take the Act of Parliament, the City Lines and Extensions Act of 1879, and if you refer to the clauses which Mr. Forbes himself has quoted, and especially clause 88, you will find this: "The two Companies shall have equal rights each with the other in all respects as to working over and using and may respectively work over and use the Joint Undertaking and the works stations and conveniences thereof and no advantage shall be given to either Company to the prejudice of the other." Now that is purely with regard to the rights as to working over and using. There is nothing there with regard to the ownership of the Railway. The ownership, or the fee of the Railway, as you may call it, is vested in the two Companies absolutely, each taking its half. This is merely a provision with regard to the rights of working over a Railway which has been constructed by the capital of these two Companies half and half. Then it goes on "Provided that the rates to be paid by each company for the conveyance by that Company of through traffic over the Joint Undertaking shall be the mileage proportion attributable to the Joint Undertaking of the gross receipts of the carrying company from the traffic so carried by that company over the Joint Undertaking." Then comes the deduction—"after deducting from such gross receipts the usual Clearing House terminals if any and also paid on paid outs proportions paid or due to other Companies Government duty and such an allowance for train or running expenses to the carrying company as may be agreed upon or failing agreement as may be settled by arbitration." Well, then, sir, the question first is as to how this fund which is to be appropriated by the Joint Committee is created. It is created, I take it, first by the local traffic on the line itself, and secondly by the proportion of through traffic attributable to the joint line after deducting all payments which have to be made to other companies, or in any other way, and therefore before you can arrive at the net amount of division or the sum to be dealt with by the Joint Committee under this Act, you must first deduct every payment which they have to make. The Metropolitan and District Railways Act was in 1879. The East London Railway Act was dated 10th of August, 1882. When the East London Act was passed, and when this lease was entered into, the Metropolitan District Company knew full well what the effect of this Act was; and knowing full well what it was they became not only joint owners with the other companies, or joint lessees, of the East London Railway, but they showed their intention of placing themselves in the same position as the other lessees by making through booking arrangements, working through trains, and in every sense, both as regards their own railway, the District Railway, and as regards their share of the City Lines and Extensions traffic becoming parties to whatever might be the result of that lease. The question of the Joint Committee, and the powers of the Joint Committee under this Act, do not affect, as it appears to me, the actual ownership of these two lines. It is merely a mode of dealing with and apportioning the

revenue, but the actual rights of ownership, I take it, are absolutely vested in the two Companies; and I take it that the Joint Committee would not have power to deal with anything affecting the capital of the two Companies with regard to this joint railway. Then again, the District Company, having, as joint owners with the Metropolitan Company of this Railway, entered into through booking arrangements over the East London, and agreed to run trains over the East London, must have known at the time that it was greatly to their advantage to do so, because any receipts which they obtained in respect of traffic exchanged with the East London must have gone *pro tanto* to reduce the amount of loss to which they had to contribute by increasing the fund which the Joint Committee had at their disposition. Therefore it appears to me, sir, with regard to the legal point which Mr. Forbes has raised, that he is entirely out of Court; that all you are asked to deal with is the fund which is placed at the disposal of the Joint Committee after paying out everything that is properly due in respect of through traffic, as well as other payments.

Now, with regard to this particular claim—that is, the claim that the receipts from the joint lines should contribute to the loss—it is quite clear that if this were the property solely of the District Company Mr. Forbes would not for a moment contend that it should not contribute to this loss. That is, perhaps, the moral, and not the legal position. But Mr. Forbes, instead of being the entire owner of this Railway, is the half owner, and, as the half owner, to that extent he reaps the half benefit, or the half share, of any traffic which is thrown over the joint lines by its connection with the East London. Therefore I say, at any rate equitably, if not legally, surely Mr. Forbes' contention fails. Now, sir, if we were to carry out this principle, if it may be so called, of Mr. Forbes, where should we be? The Brighton Company and the South Eastern Company are owners of a great many joint lines—out of London, as far as Red Hill—the Oxted lines, the Woodside lines, and a great many other suburban lines; but the most important joint portion of line is that between London and Red Hill, part of it owned by the South Eastern and part of it owned by the Brighton Company. The Brighton Company and the South Eastern Company say that in respect of all the receipts which they may derive by reason of the advantageous connection with the East London to that extent they must contribute to the loss; and I think that we are only asking a fair and reasonable thing when we ask the District Company to contribute in the same way. Of course if Mr. Forbes has taken legal advice upon this point, and if he has been advised that you have no power to deal with this question, I am afraid I cannot carry it much further; but I can only express my opinion that with regard to the fund out of which he asks that this sum may not be contributed the Joint Committee must, before they can ascertain what the fund is which is divisible between the two companies, pay everything which is due to every other company in respect of through traffic; and it is quite clear the Act of Parliament provided for that.

Now, with regard to the East London, what have they to pay? It is very usual between companies situated in this way not only to pay the ordinary mileage, but also a bonus mileage. Supposing it had been agreed that the East London Company, by reason of their position, and by reason of their bringing additional traffic to these railways, should receive a bonus mileage in addition to the ordinary mileage, surely Mr. Forbes would never have objected to paying that. That must have been paid



by the Joint Committee before they could ascertain what their divisible balance or surplus would be. So, in this way, you pay a company, either in one way or the other, or, as Mr. Forbes himself is very fond of saying, either in meal or in malt. You pay this, not by a bonus or mileage, but you pay it in another way, by contributing your just, fair, and reasonable proportion to the loss which all the partners, and he as well, with his eyes open, knowing what the result would be, have entered into. If Mr. Forbes, when this Act was obtained, had taken this position, and had said: "No I must decline to run through: I see a large loss looming in the future and therefore I must stay my hand," he might then have had some argument; but here he has none. He has himself voluntarily entered into this arrangement. He has put himself exactly in the same position as the other companies are in; and now, having had the advantage of all this, he wishes to get out of paying his fair and just proportion of a loss. That is the exact position of things. You, sir, have had these Acts of Parliament over and over again before you. You know better than I do what the exact legal position of the two companies may be with regard to ownership; but I say that so far as the East London Company's line is concerned, Mr. Forbes is as much the owner of that railway for the purposes of his traffic as of any other portion of the District Railway. He has got full powers. He has got full rights. He has got the power to fix his own fares. He is the freeholder. He has half the freehold. In every sense he is as much for the purposes of his own traffic, the owner and absolute proprietor as he is of any other portion of the District Railway. Take a passenger booked we will say, from any station on the East London Railway, and going to Blackfriars. He is booked to a station on the District Railway. The contention as I take it, is that with regard to the portion of the line from the Mansion House to Blackfriars that passenger has to contribute, and contribute to the whole extent of the proportion which he pays to the District Company. But here the District Company between Whitechapel and the Mansion House receive one half of his fare. Is it reasonable, with regard to the one half that they receive between Whitechapel and the Mansion House, that they should be exempt, whilst on the other hand, they do not raise any question whatever about contributing their share between the Mansion House and Blackfriars? It is so unreasonable, and so unfair—I will not use a stronger term—that I really do express surprise at the contention being raised.

Well, of course, sir, with regard to the question as to how the interest is to be paid on this joint line, each company having raised its proportion of capital, I do not think that enters into the question in the least. The question is as to the fund which the Joint Committee have at their disposal after paying everything out; and whether the company arrange it in one way or the other does not appear to me to enter into the question. The question simply is, what is the province of the Joint Committee? The province of the Joint Committee is simply this: Having ascertained what its earnings are; having paid everything which is properly due in respect of the working of the Railway, and in respect of the proportions due in respect of through traffic to other companies, whether it be in the form of mileage, or of bonus, or of contribution to the loss, I say the function of the Joint Committee, so far as this question rests, ends there. I claim that anything which the Metropolitan District receive as part owners of these Joint Lines shall go towards meeting the loss upon the lease. I ask for it not only because I think it is within the law, but I ask for it because it is so thoroughly and entirely equitable. I take it your intention was at the time that each Company should contribute according

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to the benefits received. We are all prepared to do that. The Brighton and South Eastern might raise questions with regard to user of Joint Lines, and with regard to complicated agreements between the Companies. We do not do so. We are prepared honorably to fulfil what we consider to be our legal and equitable engagements, and we ask the District Company to do the same thing. I do not know whether Mr. Bell or Mr. Steer have anything to say?

Mr. STEER: No.

Mr. BELL: No, I think not.

Mr. FENTON: You are so thoroughly seised with the situation of these Joint Lines that I ought to apologise for saying so much; but we feel very strongly on this question, and we feel that the District Company ought not, as we think, to have raised this point. We think it so unfair and inequitable to the other five partners that we trust you will decide this point in the view of the five lessees against the District Company.

The ARBITRATOR: From your statement I take it the Metropolitan do not raise any question. Take King's Cross to Whitechapel—that is the junction—whatever is received from King's Cross to Whitechapel you treat as receipts of the Metropolitan Company.

Mr. BELL: No, that is not quite it. For this purpose between King's Cross and Aldgate East, we should treat as a contribution of the Metropolitan. From Aldgate East to Whitechapel we should treat as the contribution of the Joint Committee.

The ARBITRATOR: I do not think I made myself clear. What is the junction with the East London.

Mr. BELL: Whitechapel.

The ARBITRATOR: Then if you work trains from King's Cross to Whitechapel you have a certain point where your Metropolitan proper joins the City Lines?

Mr. BELL: Yes.

The ARBITRATOR: What point is that?

Mr. BELL: Aldgate.

The ARBITRATOR: Then the fare which you receive from King's Cross to Aldgate—

Mr. BELL: Would be a Metropolitan contribution.

The ARBITRATOR: The fare from Aldgate to Whitechapel would be subject to the same contribution, according to your view, as if it had been on your own line, putting out of sight for the moment the parties who are to pay it.

Mr. BELL: Yes, that is so. This contribution, which is sought to be levied on the City Lines Committee, is made up of three sections of traffic, that is, bookings from the East London Railway to District stations passing over the City lines, bookings to and from East London stations and Metropolitan stations, and bookings to and from East London stations and City Lines stations proper.

The ARBITRATOR: I want to make the point as to your position clear. You approve of the mode of treatment of receipts by the East London to this extent—that whether it is over your own line or over the City lines the receipts are liable to contribution?

Mr. BELL: Yes.

The ARBITRATOR: And none of them are excluded?

Mr. BELL: We quite admit that; but we should probably go for the allocation of those receipts hereafter as between the City lines and the two partners.

The ARBITRATOR: That is between yourselves. Very well. I understand that part of it.



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Mr. FORBES : I think I have the privilege of a reply ?

The ARBITRATOR : Yes.

Mr. FORBES : It is necessary that I should call your attention to the Act of 1880. Notwithstanding the benevolence of my friend Mr. Fenton, which is notorious, and we always appreciate it, and his rigid, equitable sense, I am sorry to say that we are sometimes precluded by specific restraints, from doing that which our benevolence, or our abstract equitable sense, might suggest as being the right thing to do. I contend that notwithstanding all my friend has said the creation of the fund in the Act of 1879 is perfectly intelligible, and can admit of no dispute. As to the manner in which that fund is made up, the language of Clause 88 does not give the slightest shadow of ground for any widening of the words :—"The tolls rates and charges to be demanded and taken in respect of local traffic upon the joint undertaking shall from time to time be fixed by the joint committee"—and as far as that power goes they are the only people competent to deal with the City lines as a separate undertaking, by fixing the fares and taking the tolls ; but with respect to through traffic, passing from the undertaking of the Metropolitan Company, or the undertaking of the District Company, or from points beyond those two railways on to or over the City lines, it is very clearly laid down what is to go into that fund—"the rates to be paid by each Company for the conveyance by that Company of through traffic over the joint undertaking." That is the gross. Well, how do you arrive at really what is to go into that pot ? You know the language as well as I do. It is as old pretty nearly as I am—"after deducting from such gross receipts the usual clearing house terminals, if any, and also paid-ons, paid-outs, proportions paid or due to other Companies." Proportions of what ? Of the through rates for through traffic arising beyond the City lines in any direction, and as several other Companies besides the Metropolitan and the District may be and as a matter of fact are interested in those through rates, that proportion means the proportion of a through rate attributed to some Company which is not to be interested in the ownership of this line or its burdens, and no human ingenuity will justify the extension of those proportions to a rental or payment to somebody else in virtue of rents or charges not contemplated at all in that clause. That is all I have to say on that. I respectfully suggest that you cannot do it.

Mr. FENTON : Might I interpose ? It does not say mileage proportions ; it says proportions paid or due.

Mr. FORBES : Of the through rates. Never mind what it says. Proportions paid to those Companies would be such proportions as the Companies between themselves had agreed to pay. For instance, a man going from, let us say, Windsor, on the Great Western Railway *via* the Metropolitan on to that line, would pay to the Great Western either a mileage proportion over the Great Western, or such other proportion as the Metropolitan agreed to pay. So with the District to Richmond and Kew.

The ARBITRATOR : Take it another way—Kensington to New Cross over the East London.

Mr. FORBES : Yes.

The ARBITRATOR : Would it not be competent for you to agree that the mileage proportion of the East London should be ten miles more than it is actually ?

Mr. FORBES : If you made such an agreement, of course. That is a recognized thing by agreement. You have no right to fasten upon this fund obligations contrary to the Act of Parliament. Now, when

you have the fund, you have the fund made up of the payment of such proportions paid or due of through rates, not rents or charges—things not contemplated. You cannot stretch the words. If they had said “proportions of rates or rentals or obligations incurred towards other Companies” that would be intelligible, and that is what would have been put in if it had been intended. That is the creation of the fund, and I entreat your very careful consideration of those words creating the fund, and I say the fund does not admit of a reduction of rental or anything but a proportion of a through rate to these Companies, and the through rate to be apportioned to the East London is perfectly well known. It is a mileage proportion now I believe. They had a small bonus to start with, but it is now a mileage proportion of the through rate. That has been attributed to them. It does not say “proportion of any rentals or payments to be made to the East London or anybody else in virtue of occupation.” The Brighton Company find a station at the end and they get a mileage proportion. It does not say we are to deduct from this fund a rent for the Brighton Company. It would have said so if it had been intended. Now as to the charges on that fund. I have already alluded to that. Section 83 of the Act of 1879 says: “The Joint Committee shall receive all the tolls rents rates and charges and all other the revenue arising out of the joint undertaking or connected therewith and shall devote the same in the first instance”—there is a specific appropriation—“to paying the salaries charges and expenses incident to the working control management maintenance and repair thereof and according to the plan on which the capital aforesaid shall be raised”—and this is very important in reference to what subsequently took place—“in payment of debenture interest and a dividend of 4 per cent. upon the capital contributed by each Company or as the case may be by way of dividend upon the shares or stock in the separate capital or by way of dividend upon the joint guaranteed stock created under the powers of this Act and balance if any”—that is the only free thing—that is the only thing which this Committee have any power to deal with at all except as specifically appropriated, and they are not free either, because that is to be handed over to the two Companies—“in the ratio of the value of the through traffic booked on to or from or over the Joint Undertaking by each Company in each year.” So they are not even free out of that to pay a rental, and you cannot give them the power. Now, to put it a little stronger. The capital powers were found not to work, oddly enough. It is not the first time in the history of these Companies that clauses of an original Act of Parliament have been found not to work. You may take a horse to the well, but you cannot make him drink. We had to go in a subsequent Session, with the consent of the Metropolitan Company, because the clause is in their Bill—in the Metropolitan Act of 1880, sub-section 2 of Clause 34:—“The Metropolitan District Railway Company may at their own option and without any interference or control of the Metropolitan Railway Company raise the other half of the said capital of £2,500,000 in the name or upon the credit and as the capital of the Metropolitan District Railway Company in any one or more of the ways authorised by Sections 64 65 and 86 of the Act of 1879.” Now, that did not work, and the object of this clause was to make it work. “And any capital to be raised under the said Section 80 by the Metropolitan District Railway Company”—that was in the nature of a guaranteed capital which, in the Act of 1879 was to be a joint guarantee—their credit was not quite good enough for us to embark with them in a joint enterprise. Oh! I believe it was the reverse.



The ARBITRATOR: You are quite excusable in mixing up the two.

Mr. FORBES: "And any capital to be raised under the said section 80 by the Metropolitan District Railway Company may be raised by such Company by the creation and issue of a separate guaranteed stock with a perpetual guaranteed dividend attached thereto at the rate of £4 per cent. per annum payable by half-yearly payments on the 1st day of March and 1st day of September in every year or within 20 days before or after such days respectively and such stock may be called 'The Metropolitan District Guarantee Stock' and be a first charge on the share or proportion of the District Company of the revenue of the Joint Undertaking created by the Act of 1879 after payment thereof of the expenses of and incident to the working control management maintenance and repair thereof (including rates and taxes and passenger duty if any) and as regards the other revenues of the District Company to rank next after the mortgage debt and debenture stocks of the District Company." Very well, but it does not say that you are to apply that to some other purpose. It says after you have made from the fund created specific deductions you are to apply the money in a particular way. I will undertake to say if you made an award that this fund or that portion of it applicable to the District Company was to be paid in rental to another Company you would be injuncted—I should injunct you. I am an owner of this stock and I know its rights and privileges, and you cannot deal with it. That being so, I have with great respect to say that I must decline to proceed further on the assumption that you can deal with it. I put it most respectfully. I have not another word to say. There it is: it is very intelligible. I am not going to enter into apologies or talk about benevolence or equity and all that sort of thing. I have to administer the property, and I am bound by Acts of Parliament and specific allocations, and I have no right and do not intend to be betrayed into any irregularity in the administration of a specific trust. It is my duty to bring before you the position of this fund; and I venture with much respect to say you cannot make an award which would hold water if out of that fund you pretend that anything is to be paid except those payments specifically authorised in the Acts. That, sir, is all I have to say.

The ARBITRATOR: I understand you to contend that the clause in this particular Metropolitan Act does not in any degree vary the obligations of raising the fund and the appropriation of it set out in the Company's own Act.

Mr. FORBES: Yes. It authorises a special method of raising the District proportion.

The ARBITRATOR: But as regards the fund?

Mr. FORBES: It does not vary it in fact. We contended, and were not successful in the contention, that it did not carry the Act of 1879 so far as to make 4 per cent. per annum on the capital in whatever form raised, whether by debentures or otherwise, a charge upon the fund; but although we had four of the most eminent lawyers in the world with us they had four with them, and the fifth lawyer spilt us. That is what is called the well-known Ratio Action. There is another difficulty arises under that. There is no question of surplus at all. You have not enough money to pay the specific appropriation of the fund by the Joint Committee. They have not enough money from all the gross receipts either from the receipts of the local traffic or the proportion of through traffic to pay the working expenses or anything like the capital charge of 4 per cent. calculated on the capital subscribed by both companies. You cannot touch the fund. I must leave my friends upon the horns of that dilemma.

Mr. FENTON: It is no dilemma at all. It is a perfectly clear and simple view.

Mr. FORBES: I know that any award dealing with that appropriation will be contested.

The ARBITRATOR: Then this is perfectly clear I think, that according to your view there are a variety of clauses which have to be considered before I can make up my mind whether an award can be given different to what I have already given.

Mr. FORBES: Yes.

The ARBITRATOR: If I give an award I must give it on my own responsibility.

Mr. FORBES: You put some questions to Mr. Bell about his interpretation.

The ARBITRATOR: If there is any mistake you had better make it clear.

Mr. FORBES: Mr. Bell is a very difficult gentleman to understand. I did not exactly understand what he did contend.

Mr. BELL: I think it was clear enough.

The ARBITRATOR: You had better try to make it mutually clear and mutually understood.

Mr. FORBES: There is no difficulty in arriving at a solution. I am sorry to find the Joint Committee not represented here. We are talking for one company and for another company, the partners, but I do not know what the views of the Joint Committee are upon the subject. Whatever their views are, they cannot interfere with the fund which they are to administer in a specific way. But that need not stand in the way of an equitable adjustment, because the interests of the Metropolitan Company on the Metropolitan Railway proper, from any part of it, from Westbourne Park, or wherever they begin their railway, to the end of it, wherever it ends, and the similar interest to the District Company in respect of any traffic on their own line where there is no question, may be made quite easily the factor upon which they are to contribute if you think fit to deal with it in that way. I say you have no right to deal with this fund, and you cannot. If you cannot, and this equitable thing is to be carried out, which everybody is always singing the praises of, and so am I, then there is a very easy solution.

The ARBITRATOR: But at present will the East London get as much as my first award gives them out of any equitable arrangement of that sort?

Mr. BELL: It would be simply saddling the other lessees with their proportion of the £2,159. The District would have to pay £409, the Metropolitan £409, the Brighton £409, the South Eastern £409, the Great Eastern £255, and the Chatham £288.

Mr. FENTON: Eliminating the whole receipts of the joint lines.

Mr. FORBES: I cannot help that; that is not my affair. It will not be such a very great hardship upon the big companies, because, although this award was made in perfectly good faith and upon equitable principles, it does work out most unduly hard upon the short mile-ages: there is no doubt about that. Mr. Fenton will agree with me.

Mr. FENTON: In proportion to your earnings, short or long, it is a question of gross receipts.

Mr. FORBES: I contend with all the force of which my feeble tongue is master that the Arbitrator has no jurisdiction and cannot deal with this fund.

Mr. FENTON: You cannot carry it any further. You have said it many times. I say he has.



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In Arbitration.

4, OLD PALACE YARD, WESTMINSTER,
Wednesday, June 8th, 1887.

THE EAST LONDON RAILWAY
JOINT COMMITTEE.

Proceedings.

"NORTH EASTERN RAILWAY.

"GENERAL MANAGER'S OFFICE,

"YORK, 25th June, 1887.

"DEAR SIR,

"DIVISION OF RESPONSIBILITY UNDER LEASE.

"Referring to your letter of the 18th April last, and to the proceedings at subsequent meetings. In making my award I assumed (nothing to the contrary having in the Arbitration been placed before me) that the Metropolitan lines extended for practical purposes to the junction with the East London Line at Whitechapel, and treated the Metropolitan and Metropolitan District Companies as the owners, they having the whole interest to and from that point.

"The lines of the Metropolitan and Metropolitan District Companies between Aldgate, Mansion House and Whitechapel were, in the award, dealt with in the same way as the joint line of the London Brighton and South Coast and South Eastern Companies at the other end of the East London undertaking.

"If any party other than the Metropolitan and Metropolitan District Companies had any ultimate interest in any portion of the route from Mansion House or Aldgate up to the junction with the East London lines at Whitechapel, that circumstance would no doubt have been brought before me at the time my award was made, and I cannot find that any parties but the Metropolitan District and Metropolitan Companies have any interest in the traffic over the Railways which those Companies designate the City Lines. Under these circumstances, in the first paragraph of my award of the 4th August, 1886, where the term 'own railway' is used, it must be taken to mean the railways in which no one other than the Companies parties to the East London lease have any interest, and consequently, for the purposes of my award, the Metropolitan and Metropolitan District Railways must be held to extend to the junction with the East London, and not to terminate at any point or points short of that junction.

"I am, yours faithfully,

"H. TENNANT.

"J. J. MOYNIHAN, Esq.,

"East London Railway Joint Committee."

THE EAST LONDON RAILWAY JOINT COMMITTEE.

MEETING.

CANNON STREET HOTEL, LONDON, 13th July, 1887.

PRESENT:

BRIGHTON COMPANY	.	.	.	J. PARKES BICKERSTETH, Esq. Mr. SARLE.
CHATHAM	"	.	.	SIR SYDNEY HEDLEY WATERLOW, Bart. Mr. MORGAN.
DISTRICT	"	.	.	DR. GEORGE WYLD. Mr. POWELL. Mr. WHITTAM.
EAST LONDON	"	.	.	LORD ALFRED S. CHURCHILL. WALTER R. FARQUHAR, Esq.
GREAT EASTERN	"	.	.	CHARLES H. PARKES, Esq.
METROPOLITAN	"	.	.	HENRY J. BARRETT, Esq. Mr. BELL.
SOUTH EASTERN	"	.	.	The Hon. A. E. GATHORNE HARDY, M.P. Mr. FENTON.

IN ATTENDANCE:

Mr. MOYNIHAN, *Secretary and Manager.*

CHARLES H. PARKES, Esq., *in the Chair.*

592. Minutes.

THE Minutes of the Committee's Meeting of the 8th ultimo having been printed and circulated, were declared correct, and were signed.

593. Division of Responsibility under Lease. District Company's Protest *re* City Lines and Extensions Traffic.

REFERRING to Minute 583, last meeting.

Reported—

That the Arbitrator, on the 8th ult. sat and heard parties at 4, Old Palace Yard Westminster.

Submitted—

1. Print of verbatim report of the proceedings at that sitting, copies of which had been circulated to the Companies parties to the lease.

19th July,
1887.

2. The following letter from the Arbitrator (his decision), copies of which had been similarly circulated.

"NORTH EASTERN RAILWAY,
"GENERAL MANAGER'S OFFICE,
"YORK, 25th June, 1887.

"DEAR SIR,

"DIVISION OF RESPONSIBILITY UNDER LEASE.

"Referring to your letter of the 18th April last, and to the proceedings at subsequent meetings.
"In making my award, I assumed (nothing to the contrary having in the Arbitration been placed before me) that the Metropolitan lines extended for practical purposes to the junction with the East London Line at Whitechapel, and treated the Metropolitan and Metropolitan District Companies as the owners, they having the whole interest to and from that point.

"The lines of the Metropolitan and Metropolitan District Companies between Aldgate, Mansion House and Whitechapel were, in the award, dealt with in the same way as the joint line of the London Brighton and South Coast and South Eastern Companies at the other end of the East London undertaking.

"If any party other than the Metropolitan and Metropolitan District Companies had any ultimate interest in any portion of the route from Mansion House or Aldgate up to the junction with the East London lines at Whitechapel, that circumstance would no doubt have been brought before me at the time my award was made, and I cannot find that any parties but the Metropolitan District and Metropolitan Companies have any interest in the traffic over the Railways which those Companies designate the City Lines. Under these circumstances, in the first paragraph of my award of the 4th August, 1885, where the term 'own railway' is used, it must be taken to mean the railways in which no one other than the Companies parties to the East London lease have any interest, and consequently, for the purposes of my award, the Metropolitan and Metropolitan District Railways must be held to extend to the junction with the East London, and not to terminate at any point or points short of that junction.

"I am, yours faithfully,

"H. TENNANT.

"J. J. MOYNHAN, Esq.,

"East London Railway Joint Committee."

Moved by Sir Sydney Waterlow, and seconded by the Hon. A. E. Gathorne Hardy—

"That steps be taken at once to enforce this decision of the Arbitrator, the Metropolitan and Metropolitan District Companies being hereby requested to furnish the Committee with the figures of their proportions of the traffic over their City lines and Extensions, and in the event of these companies failing to furnish such figures, that the Committee debit them each with a moiety of such traffic."

The Brighton, Chatham, East London, Great Eastern, Metropolitan and South Eastern Companies voted for the motion, and it was declared carried; but the District Company's representatives desired it should be recorded they did not vote.

594. Passenger Train Running Expenses.

THE motion of Sir Edward Watkin, and the amendment of Mr. Bickersteth, recorded in minute 575 of 11th of May last, were discussed at length; and, in the discussion,

Mr. Bickersteth stated his willingness to substitute 1s. 1d. per mile for 1s. a mile in his amendment.

Mr. Bell intimated that if any reduction were made from the present rate (1s. 3d. a mile), his Company (Metropolitan) would have to consider whether they should not cease running over the Committee's Line.

Sir Sydney Waterlow expressed his opinion that any of the working Companies ceasing to run over the line because of reduction of rate, would not benefit to the extent of the difference between their average rate of running expenses and any lesser rate allowed by the Committee, inasmuch as most of the Companies

merely extended to the Committee's Railway the running of trains necessary to the working of their own lines, and he stated that such extended running was well known to reduce the mileage rate. 13th July, 1887.

Mr. Powell, in protesting against any reduction of the present rate, drew attention to the figures of the following statement which he handed in:—

DISTRICT RAILWAY.

Statement of Expenses for Locomotive Power, Carriage and Wagon Repairs, Lighting, Carriage Cleaning and Guards, Half-Year ending 30th June, 1886, compared with twelve other Railways (exclusive of Interest on Capital).

RAILWAY.	Loco. and Carriage Expenses per cent. of Traffic Receipts.		Price of Fuel per Ton.	Train Miles.	AVERAGE COST PER TRAIN MILE.											Total.	Lighting.	Carriage Cleaning.	Guards.	Grand Total.
					Salaries, Office Expenses, and General Superintendence.	Running.					Repairs and Renewals of Engines.	Special Expenditure.	Net Loss, Expenses per Train Mile.	Repairs and Renewals of Carriages and Wagons.						
						Wages.	Coal and Coke.	Water.	Oil, Tallow and other Stores.	Total Running Expenses.										
	£	s. d.		d.	d.	d.	d.	d.	d.	d.	d.	d.	s. d.	d.	d.	d.	s. d.			
Metropolitan District	17-14	16 10 1/2	729,081	18	3-02	3-10	49	30	6-91	2-33	..	9-42	2 06 9	11 48	76	51	1-01 1	1-76		
London, Chatham & Dover	17-60	15 2	1,742,626	17	2-74	3-09	31	41	6-55	2-48	10	9-30	2-79 1	0-09	57	49	87 1	1-93		
South Eastern	16-78	11 11 1/2	3,157,128	26	2-85	2-86	22	30	6-23	1-92	..	8-41	2-99 0	11-40	..	..	..	..
London, Brighton & South Coast	18-43	16 4	3,815,595	10	2-78	3-06	18	37	6-39	2-02	..	8-51	2-10 0	10-61	..	..	..	..
London & South Western	20-79	13 0-90	5,515,411	11	2-80	2-28	21	56	6-55	3-01	..	9-67	2-29 0	11-26	..	..	..	..
North London	24-50	17 0-92	1,004,460	37	3-04	3-43	21	45	7-16	2-28	32	9-91	2-91 1	0-82	..	..	..	..
Metropolitan	16-28	15 11	934,211	19	2-91	3-45	52	41	7-29	2-09	..	9-46	3-2 1	0-67	..	..	..	..
Great Eastern	19-53	10 4 1/2	7,425,711	11	2-69	2-43	23	30	5-65	2-02	..	7-78	2-43 0	9-81	..	..	..	..
Great Northern	21-29	7 4-97	8,338,292	12	2-68	1-90	23	36	5-17	2-14	06	7-49	2-49 0	9-63	..	..	..	..
Midland	22-89	6 3 1/2	16,316,439	18	3-22	1-64	19	25	5-30	2-25	08	7-26	4 31 0	11-57	..	..	..	..
London & North Western	17-15	6 6 1/2	18,230,304	27	3-04	1-84	04	35	5-27	2-50	19	8-02	2-58 0	10-60	..	..	..	..
Great Western	17-47	7 4-68	14,523,817	18	2-63	1-55	21	18	4-57	3-01	18	7-72	2 47 0	10-19	..	..	..	..
Manchester, Sheffield & Lincoln	15-37	5 10-07	5,040,495	21	2-78	1-72	18	34	5-02	3-02	..	6-21	1-70 0	8-00	..	..	..	..

DISTRICT RAILWAY.	Miles.	Per Train Mile.
Cost of Working as above		s. d.
Interest on Cost of Rolling Stock, say 5 per cent. on £270,000 = £6,750 ÷ 729,081 =		1 1-76
		0 2-22
TOTAL COST PER TRAIN MILE		1 3-98

Resolved—

That the question be again deferred.

595. Maintenance from 1st September next, and Remuneration to Maintaining Engineer.

RESOLVED, on the consent of Mr. Fenton for the South Eastern Company—

That that Company continue the Maintenance for 3 years, from 1st September next;

That the Engineer of that Company, Mr. Francis Brady, be paid £150 a year for his services in such Maintenance as from the 1st September, 1885, when the South Eastern Company took up that work.

596. Metropolitan Co.'s Claim, £7. 7s. 5d.—Coaches off road, New Cross, 18th January last.

SUBMITTED this claim for damage to two coaches which got off the road in being shunted over the points leading to the sheds where Metropolitan Empty trains stand.

Referred to the Managers of the Lessee Companies.

597. Accident—Passenger Stynes, Wapping, 22nd ulto.

REPORTED that, from some unascertained cause, this passenger fell on to the line in front of the 4.7 p.m. Metropolitan train ex St. Mary's as it was entering station, and was found under the second carriage from the engine—one of his feet being so injured as to necessitate its immediate amputation, and his head being fractured. He was immediately after the occurrence conveyed to the London Hospital, where he now lies, showing good signs of recovery.

REPORTED, further, that the wife of Stynes had appealed to the Committee for compensation; but that all the evidence which has been adduced showed no blame for the occurrence attached to the Committee.

Resolved—

That the appeal be declined.

13th July, 1887. 598. Claims of Lessee Companies against Committee.

SUBMITTED the following Statement:—

Brighton Company—Running Expenses, etc., to 30th June	£3,153 4 9
Great Eastern Company—Running Expenses, etc., to 30th June	2,372 0 11
South Eastern "—Maintenance and Disbursements to 21st May	2,519 13 8
District "—Running Expenses to 31st May	2,351 12 11
Metropolitan "—" " " to 30th June	3,091 3 0
	<u>£13,487 15 3</u>

Resolved—

That the following payments on account be made:—

	£
Brighton Company	1,000
Great Eastern "	500
South Eastern "	500
District "	500
Metropolitan "	1,000

599. Bankers' Pass Book SUBMITTED, showing credit balance to date:

Current Account ... £3,798. 4s. 2d.

600. Cheques Signed for £698. 7s. 7d., Cheques for £3,400. 17s. 8d. (Wages, Payments to Lessee Companies, &c.) reported signed since last Meeting.

601. Returns of Receipts and Passengers.

SUBMITTED the following statements:—

COACHING RECEIPTS FOR JUNE, 1887, IN COMPARISON WITH JUNE, 1886, AND APRIL AND MAY, 1887.

STATIONS.	BOOKINGS TO							TOTAL RECEIPTS.			
	East London Railway.	Brighton Railway.	South Eastern Railway.	Metropolitan Railway.	City Lines and Extensions.	District Railway.	Great Eastern Railway.	June, 1887.	June, 1886.	May, 1887.	April, 1887.
New Cross, S.E.R.	£ s. d. 113 4 10	£ s. d. ...	£ s. d. ...	£ s. d. 407 19 1	£ s. d. 93 11 9	£ s. d. 21 1 0	£ s. d. ...	£ s. d. 635 16 8	£ s. d. 627 13 0	£ s. d. 724 3 3	£ s. d. 676 1 7
Do. H.L.	102 19 8	...	...	14 15 2	32 19 3	60 19 5	28 3 2	299 16 8	238 15 8	322 8 6	284 7 3
Do. L.L.	...	Now closed	...	...	...	...	...	...	116 15 6	...	...
Old Kent Road	57 12 11	...	...	...	...	...	...	...	...	...	...
Deptford Road	356 4 5	63 13 2	17 8 3	180 5 5	113 17 3	102 11 3	13 11 3	847 11 0	906 18 3	952 7 1	810 2 11
Rotherhithe	180 17 9	14 14 11	3 8 2	61 9 4	67 14 7	47 8 10	4 19 2	380 12 9	423 13 0	437 8 2	392 6 3
Wapping	107 6 11	20 5 9	2 7 11	32 18 8	15 6 3	23 13 5	2 4 6	204 3 5	209 2 5	208 14 10	196 11 1
Shadwell	337 15 5	94 5 11	13 4 6	65 4 9	17 5 4	65 11 2	2 17 2	596 4 3	622 18 3	655 15 8	574 4 10
Whitechapel	143 1 7	107 18 7	1 5 4	1 3 11	...	...	12 14 6	266 3 11	305 14 5	314 4 0	254 6 8
Shoreditch	87 5 4	19 10 8	0 12 3	0 6 10	0 0 11	0 9 0	1 5 10	109 10 10	114 4 2	111 12 9	103 6 7
Total receipts June 1887	1,646 8 10	329 9 0	38 6 5	764 3 2	340 15 4	321 14 1	67 10 0	3,399 6 10	...	...	...
Do. June 1886	1,607 19 7	337 17 4	58 1 3	773 16 4	365 4 9	394 4 9	88 1 2	...	3,625 5 2	...	...
Do. May 1887	1,750 7 6	348 1 7	61 2 2	331 16 7	406 0 5	342 10 6	65 11 5	...	...	3,795 10 2	...
Do. Apr. 1887	1,560 7 0	310 18 7	37 3 11	806 12 6	348 0 5	226 13 0	62 6 2	...	...	...	3,332 1 7

NUMBER of Passengers booked to, from, and over the East London Line, for the months of December, 1886, and January, February, March, April and May, 1887.

13th July,
1887.

From	To and over	Dec.	Jan.	Feb.	March.	April.	May.	Six Months' Totals.
East London Line . .	Brighton Line .	14,048	12,531	12,344	13,385	16,067	18,016	86,391
" " " " . .	South Eastern Line	1,984	1,870	1,515	1,864	2,088	2,601	11,922
" " " " . .	Metropolitan "	50,844	49,774	44,156	48,681	49,549	51,001	293,985
" " " " . .	City Lines and Extensions	42,196	44,528	38,135	41,740	39,292	45,468	251,359
" " " " . .	District Line .	13,111	14,570	12,641	13,748	12,148	15,363	81,581
" " " " . .	Great Eastern Line	6,640	5,726	5,422	6,206	6,744	7,563	38,301
Brighton " " . .	East London " "	15,643	14,812	14,561	16,037	17,087	19,508	97,648
South Eastern Line . .	" " " "	2,804	2,791	2,406	2,670	3,069	3,339	17,070
Metropolitan " " . .	" " " "	40,839	39,416	33,002	35,949	37,882	39,771	227,359
City Lines and Extensions	" " " "	35,934	35,085	30,624	33,322	33,209	38,540	206,714
District Line	" " " "	8,523	9,189	7,851	8,461	8,552	9,122	51,698
Great Eastern Line . .	" " " "	6,731	5,802	5,355	6,069	6,948	7,964	38,869
East London Local.		266,726	261,368	233,960	258,688	256,847	284,172	1,567,761
	Total	506,023	497,462	448,452	486,820	489,473	542,428	2,970,658

EAST LONDON RAILWAY.

WARNING

PROSECUTION

On the 23rd JULY, 1887, at the
Thames Police Court,

WILLIAM CANNING

(AGED 12 YEARS)

was sentenced to

10 DAYS' IMPRISONMENT

AND

5 Years' Detention in a Reformatory

For TRESPASSING and

THROWING STONES

DOWN THE

VENTILATOR TO THE RAILWAY,

AT

BEDFORD STREET, COMMERCIAL ROAD.

JULY, 1887.

BY ORDER.

Copy
1
The Great London Railway Joint Committee.
110, Cannon Street.

London. Aug 8th 1887
E.C.

Dear Sir,

I beg to inform you that the
next meeting of the Committee is fixed for
2.30 p.m. on Wednesday
next, the 10th Inst at the Cannon Street Hotel,
and, I have the pleasure to enclose copy
of the Agenda of matters then and there to
be considered.

I am, Dear Sir,
Yours faithfully,

Secretary & Manager.

To All Secretaries, Managers, & Members
of Committee.

5.—MAINTENANCE FROM 1ST SEPTEMBER NEXT AND REMUNERATION TO
ENGINEER.

Mr. Brady's thanks.

4.—QUINQUENNIAL REVISION OF PAROCHIAL ASSESSMENTS.

Messrs. Bristow's report.